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ABSTRACT

Reported were analyses of 71 tri-county Michigan contracts with teachers formulated as a result of collective bargaining, and of the impact of the collective bargaining process on special education. Findings concerned identification, referral of students for special services, preparation for substitute teacher, implementation of programs and services for the handicapped, placement and discharge procedures, integration of special class students within regular school program, special education personnel development, involvement of special education personnel in curriculum development, special education salary differentials, special education class size, facilities for special education programs, schedule provisions, summer school special education programs, supervisory and ancillary personnel, discipline and control, punishment, suspension from school and from class, and assault upon teachers by students. Findings indicated that little attention was given to matters concerning special education by negotiators of local school districts, that the handicapping condition most often referred to was emotionally disturbed, and that the most beneficial provisions came from distressed school systems. (CB)

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SPECIAL EDUCATION IN THE COLLECTIVE BARGAINING PROCESS: AN ANALYSIS OF 71 TRI-COUNTY, MICHIGAN MASTER AGREEMENTS

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INTRODUCTION

Collective bargaining has been in effect in Michigan's public schools since 1965. The movement has had a tremendous impact, both positive and negative, upon the entire structure of the public education scene. It is furthermore apparent that the movement is only in its infancy and consequently the impact up to the present may merely be a harbinger of things to come.

The concern of this study is the effects on special education as a consequence of the collective bargaining process. Reviewing an occasional negotiated master contract the authors were impressed that there was at once a dearth of items relating to special education and yet the items had the potential of serious implications upon the field and certainly upon children. The present concern was articulated by the Michigan Council for Exceptional Children in a statement concerning collective bargaining:

> The encouragement of special programs for handicapped children is the proper concern of all educators. The Constitutional rights of handicapped children to an education shall not be abridged by conditions of work issues (Michigan Council for Exceptional Children, 1965, p.3).

In a report by the National Education Association, Research Division (1969) it was revealed that "Student Discipline" articles in negotiated agreements were appearing with relative frequency. It is usually within this category that matters pertaining to the potential special education child are found. The report further disclosed that Michigan by far outdistanced all other states in such contract matters. In an analysis of 36 master teacher contracts emanating from Wayne County (Wayne County School Business

Officials; 1967) it was disclosed that 24 contained items concerning the "Responsibility for Emotionally Disturbed Children". Steele (1969) in a suggested list of priorities for local teacher negotiators "in bargaining for better education" listed the following: "providing special programs for pupils with special needs."

With this brief review of the literature pertaining to special education within the context of collective bargaining, it can be seen that there is a critical need to make a careful and comprehensive analysis of what has transpired. Such is the purpose of this study.

Procedure

In late January, 1969, a letter was sent to the 88 superintendents of the local school districts in the Tri-County area (Macomb, Oakland and Wayne Counties). The letter requested a copy of the current (1968-69) master agreement of the local school district. The superintendents were informed further of the specific information the authors desired, namely, those provisions pertaining directly or indirectly to any aspect of special education. A total of 71 (80.6%) superintendents responded.

Upon receipt of the contracts each was examined for direct or indirect provisions concerning special education. Pertinent information was found in articles entitled: Pupil-Teacher Relationships; Teaching Conditions; Teacher Rights and Responsibilities; Protection of Teachers; Miscellaneous; Special Education; Student Discipline and Teacher Protection; Student Discipline; Teacher Protection; Student Welfare; Emotionally Disturbed; Obligations of Board; Discipline; Teacher's Rights; Support of Teachers in Performance of Duty; Special Student Programs; Student-Teacher Relations; Student Manage-

ment; Identification of Special Students; Special Services; Class Size; Board Rights; Teaching Hours; Extra Pay; Salary Schedules; Professional Study Committees. There was no consistency as to where specific information might be found, for example, class size was listed in an article so entitled in some contracts, under teaching conditions in another, and under another title in a third.

The primary focus of this study is on special education. Thus, no specific consideration was given to school social workers, remedial reading teachers or to school psychologists. In actuality this exclusion was pertinent only to salary and scheduling.

Results

A total of 77 contractual items were isolated from the 71 master contracts used in this study. For the individual contracts the frequency of items ranged from none to a high of twelve (found in only one contract). The mean number of items is 3.12.[1] It is apparent that special education matters are relatively infrequent concerns among negotiators. However, when considered collectively the items cover a vast range of concern.

An apparent relationship exists between the size of the school district and the number of items. On the other hand there was no apparent relationship between the diversity of special education programming within a district and the number of pertinent contract items.

It is of more than passing interest that 22% of the total 77 items were specifically related to "emotionally disturbed" or behavior problem

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[1]One responding superintendent predicted that the study would reveal a dearth of items pertaining to special education. He attributed this to the fact that "most bargaining teams are comprised of administrators and teachers that have not had special education involvement.

children, this being in contrast to 9.1% and 3.9% of the items relating respectively to the mentally retarded and the physically handicapped.

Among the contracts under review, 45 (71.4%) contained items pertaining to discipline and control; punishment; and suspension. The latter are considered separate from the special education focus though are felt to be of such significance that their exclusion would leave an incomplete picture.

Analysis of the Contracts

The acknowledgement of the existence of handicapped students appeared in 24 (33.8%) master contracts. This item was most often found in student discipline or teaching condition articles of the contracts. The recognition statement was often elaborated to the effect that such students were disruptive to the learning environment and that they may be burdensome to the regular classroom teacher. It is also noteable that the preponderance of such items were directed at "emotionally disturbed," "behavior problems," "disruptive" and "disciplinary problems." References to the mentally or physically handicapped were relatively infrequent and sensory handicaps were rarely mentioned. For the most part the intent of the acknowledgement items seemed to be directed at the "improvement" of teaching conditions.

In the succeeding portions of this section actual items that were found are presented. In some cases the items were similar with only slight variations. In such cases a composite of the item is exhibited and when treated in this manner is so identified.

> The Board recognizes that teachers may not fairly be expected to assume the ongoing responsibility for the role of warden or custodian for emotionally disturbed, physically or mentally

handicapped students or be charged with the responsibility for psychotherapy when the presence of such children in the classroom is unduly detrimental to the education of other children. (composite)

The parties recognize that children having special physical, mental or emotional problems or who have been so diagnosed may require testing, specialized training, and classroom experience and that their presence in the regular classroom may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher.

The Board recognizes some behavioral problems to be beyond the teacher's control and agrees that the administrator will take any and all action necessary when a child's behavior is such that it impedes or undermines the academic progress of the class.

The Board recognizes that regular classroom teachers may not fairly be expected to administer to the education of children who, upon the advice of competent authority, cannot be expected to adjust to or to benefit from the regular school program.

Emotionally disturbed pupils and those who present severe disciplinary problems impede the educational programs of the entire class.

Identification of Handicapped Students

Two (3.0%) master agreements included an item which treated specifically with the identification of handicapped children. Again the "emotionally disturbed," that is, the disruptive student predominated.

The items were the following:

Procedures and criteria for the identification of exceptional children as recommended by the State Department of Public Instruction shall serve as a guide for the Board to the identification of emotionally disturbed children.

The Board will accelerate testing procedures to identify special physical, mental, and emotional problems.

Referral of Students for Special Services

Items providing for the referral of students who pose unusual problems for the regular classroom teacher to appropriate special services appeared in

31 (43.7%) of the master contracts. The items ranged from pre-referral management through complex agreements including complete procedural details. The remainder of this section catalogues the various items found in this category.

Attitude toward referral

Teachers are encouraged to refer children.

Teachers have the responsibility to refer children.

Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the teacher shall advise the principal.

Copies of a brochure detailing procedures for all special education programs shall be made available to all teachers as soon as possible.

Teachers should feel free to confer with the principal about emotionally disturbed children without fear of recrimination or reflection on their teaching abilities.

Pre-referral

A cooperative effort to exhaust all means possible in the resolution of specific problems.

In cases of extreme classroom discipline problems, the teacher may request a conference with the principal and other affected teachers in an attempt to resolve the problems.

School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.

Procedures

Referral to be in writing and submitted to the principal

The referral must contain 5 consecutive anecdotal class observations of the child's behavior; the principal transmits the referral in 2 days; examination is scheduled within 20 days; interpretation is made to the teacher within 10 days after examination.

Crisis Committee: Advisory function, Responsibility to review data, recommend action, and review and evaluate recommendations.

Composition: Asst. Supt., Principal, Reading Consultant, Diagnostician, Director of Sp. Ed., Education Association Representatives, School Social Worker, Child's Classroom Teacher and Building Principal.

Criteria and Prerequisites

Child's behavior is difficult to control; education of others is endangered; routine procedures exhausted
Referral to Sp. Ed. office
Psychological report
Psychiatric report
Anecdotal records
No special education program in the district for which a child is eligible
Placement outside public school is not available

Post-Referral

The principal shall take such action as deemed appropriate and necessary.

Reasonable efforts shall be made to provide the required special attention.

On determination of need, necessary and reasonable steps will be taken to provide the assistance by such professional person to the extent and in the manner required by the person who made such evaluation to support the teacher with respect to such child, or to relieve the teacher of responsibility with respect to such child. (composite)

No guidance counselor or administrator shall adjust . . . a pupil-teacher problem without prior consultation with the teachers involved.

Teachers may appeal cases in which they disagree with the recommendations by specialists.

Take steps to remedy the situation.

Post-diagnosis

Twenty (31.2%) master contracts contained provisions regarding pupils who were "diagnosed" or "identified" as handicapped. In seventeen of the 20 items the handicapping condition referred to was emotional disturbance.

behavioral disorders, or adjustment problems.

The catalogue of this subcategory includes the following specific items:

Reduction of class size when diagnosed pupils are placed in regular classrooms.

Equitable and equal distribution of such cases.

Removal of pupil from regular classroom.

The regular classroom teacher is granted the right to request the transfer of "exceptional" children, and if denied, has the right to confer with appropriate personnel.

Modification of the daily program of a child who is eligible for placement in a special program but not placed.

Provide "special attention" or "supportive help" to classes containing diagnosed emotionally disturbed children.

Obtaining professional services.

Children on a waiting list for special education shall be counted as 2 pupils, and the teacher is to be provided with "advice and assistance."

Equitable distribution of school social worker cases.

Review by the Board and Bargaining agent "to determine a mutually agreeable disposition of the problem."

Pupils, who, after consultation with appropriate, qualified personnel, are determined to be incapable of adjusting to the regular classroom will be removed.

Miscellaneous

Preparation for a substitute teacher should note children who have physical or mental impairments which require special attention.

Implementation of Programs and Services for the Handicapped

This section considers items which acknowledge the presence of exceptional children, however, with the additional element of commitment to action, that is, acknowledgement along with an agreement to provide or develop a variety of services or actions for handicapped children.

In reviewing the items which follow, it is seen that a wide range of action was agreed upon. The range was from specific agreements to develop programs to the more general. The catalogue of agreements found within this subcategory follow:

> The Board acknowledges that exceptional children (some children - sometimes) require special treatment and education by specifically certified teachers. Therefore, the Board agrees to continue to seek methods and personnel to expand or create appropriate programs to serve the needs of such children. (composite)
>
> The Board shall establish classes for emotionally disturbed children which conforms to State requirements for 19__, if qualified personnel are available.
>
> The Board shall provide special education classes at all grade levels.
>
> The Board will sponsor classes for the emotionally disturbed, socially maladjusted, and academically disadvantaged as may be possible within the framework of available State, County and Federal funds to implement programs.
>
> The Board will make available reasonable and appropriate professional services to students requiring highly specialized services.
>
> The Board will undertake to hire a full complement of school social workers, psychologists, and diagnosticians and continue its efforts to employ additional special education personnel.
>
> Increased use of special services in inner city schools, including psychological . . . The Board shall designate personnel necessary to assure implementation . . .

Placement and Discharge Procedures

Only one of the 71 master agreements contained an item that specified Placement and discharge procedures for special education programs. This item simply stated that "Placement and discharge of students from special education classes shall follow current rules and regulations established by the State Department of Education."

Integration of Special class students within the regular school program

A total of five (7%) districts specified some form of integration of special education pupils within the regular school program. Of these, two agreed to the continuance of participation of special education students in non-academic regular classes (art, music, physical education). One contract specified the minimum amount of time of such integration (20 minutes) and also that the classes be appropriate to the age and capacities of the children. Two other districts agreed to "correlate efforts with regular classroom activities so as to meet the needs of special students." One district agreed to "provide a class day for special education students comparable in length to that of regular students."

Agreements Regarding Teachers of Special Education Classes

Teacher's Rights

The master agreements reviewed disclosed 5 (7.0%) items related to specific rights of special education teachers. The items are seen in the following:

> Provision for reduction in special education staff. If reduction in personnel in special education . . . in excess of vacancies in that division for which the least senior teacher is qualified, if the teacher is qualified to teach at either elementary or secondary level, his name shall be transferred to the appropriate divisions seniority list, at the proper seniority level . . . If the teacher is not qualified to teach in other assignments, he will be laid off to be recalled in special education's seniority order as requirements permit.
>
> Grievances involving special education are to be directed to the Director of Special Education or the Principal depending upon the nature of the grievances and the people involved.
>
> Special education personnel are not to be used as substitute teachers.

> If a summer school program is offered, positions in special education shall be open to personnel in that department each year. Teachers in the department will be notified of vacancies in writing.
>
> Leaves of absence to attend meetings sponsored by the State Department of Education.

Special Education Personnel Development

Recognition that specialized training and certification required for teaching handicapped children was made in 7 (10.9%) master agreements. Two of the 7 made provisions for the development and training of special education staff:

> Reimbursement for courses taken by teachers which qualify them for special assignments for which state or federal reimbursement would accrue to the school district.
>
> Granting priority in the selection of personnel for in-service training workshops and meetings.

Involvement of Special Education Personnel in Curriculum Development

Staff involvement in curriculum development through participation on curriculum councils or professional study committees was provided in 35 (54.6%) master agreements. However, only four (5.6%) of these made specific reference either to special education personnel or to special education programs. Three contracts specified that the curriculum council or committee would consider matters pertinent to special education and/or special services. Two others further specified that special education personnel shall be included in the council or committee membership. One district agreed to consult with its committee prior to exercising its right to establish special programs.

Special Education Salary Differentials

The analysis of the 71 master agreements revealed that 43 (60.5%) school districts granted salary differentials (amounts above the regular salary schedule) to special education teachers. The differentials, where granted,

ranged from $125 to $548 (mean $305) for beginning teachers. However, two school districts increased the amount of the differential with years of experience in the particular school district, the highest being $750.

Differentials were found to vary within a school system among the different types of special education teachers, with those who work with the emotionally disturbed usually ranking higher. In one district the differential also varied between elementary educable class teachers and secondary educable class teachers.

None of the contracts provided a rationale for granting a differential or for the variance in differentials between types of special education teachers or level of instruction. However, the analysis did reveal that there are a number of ways of determining the amounts paid. The analysis disclosed the following six methods:

Flat rate (specific amount; most typical).

Advancement of one step on the salary schedule (increment advance).

Placement of teacher with Bachelor's degree on Master's salary schedule.

Certain percentage of the initial step of the Bachelor's salary schedule.

Certain percentage of the teacher's current salary step determined from Bachelor's salary schedule.

Certain percentage of the teacher's current salary step on appropriate (Master's or Bachelor's) salary schedule.

Agreements Regarding Special Education Programming

Special Education Class Size

Class size for special education programs was stated in 22 (34.3%) of the master contracts. As seen in the analysis to follow, agreement to maintain class size in accordance with "state standards" was most typical. However,

with the exception of programs for the emotionally disturbed which specify a maximum of 10 children, the state merely recommends maximum and grants additional state aid memberships up to that amount and single memberships aid beyond that amount. Thus, it appears that class size for special education programs remains a matter of local determination.

The following list includes those special education programs for which class sizes were listed. The number following each category and each class size indicates the number of districts that had special education class size provisions.

Type A - educable (N=10)
15 per class (N=8)
20 per class (N=2)

Type C - educable (N=1)
"Determine suitable load" (N=1)

Emotionally disturbed (N=6)
8 per class (N=2)
9 per class (N=2)
10 per class (N=1)
14 per class (N=1)

Sight saving (N=3)
8 per class (N=1)
10 per class (N=1)
17 per class (N=1)

Hearing conservation (N=3)
8 per class (N=1)
10 per class (N=1)
17 per class (N=1)

Undifferentiated special education classes "Accord with state standards" (N=13)

Control of or reduction in class size was treated in five contracts. In three of these it was agreed that a conference would be held if the need arose to exceed specified maxima. One contract agreed not to exceed maxima without prior consultation with the special class teacher and notification

to representatives of the bargaining unit. Another contract agreed to consider reduction in class size in inner city special education classes.

Facilities for Special Education Programs

Contract provisions regarding the adequacy of facilities for special education classes were found in 3 (4.2%) contracts. One of these contracts agreed that "adequate" special education classroom space is to be provided.

Arrangement of facilities was considered in one contract. Specifically, that contract agreed to a plan to place 2 special education classes of the same category in selected schools. The plan also provided for an evaluation of the benefits for such organization.

Schedule Provisions

Some aspect of scheduling for special education personnel was considered in 20 (28.2%) of the master agreements reviewed. The specific aspects seen in the following 7 categories are presented in order of frequency.

Preparation time	(N=9)
Relief time	(N=8)
Lunch period	(N=4)
Length of day	(N=4)
Time of arrival	(N=3)
Travel time	(N=2)
Length of year	(N=1)

In one instance provision was made for the use of time allotted for parent-teacher conferences for the purpose of making home visits or follow-up calls.

Summer School Special Education Programs

Contract provisions for summer school special education programs and services were made by 3 (4.2%) districts. The specific items are as follows:

> State and/or Federal funds shall be used to make special education classes an integral part of the summer school program.
>
> School social work and psychological testing shall be expanded into the summer school program.

Supervisory and Ancillary Personnel

Contractual items pertaining to supervisory and ancillary personnel were found in 2 master contracts. One of the contracts provided that the special education program is to have a "system-wide" department chairman. The other agreed to hire teacher aides "for those elementary schools housing special education pupils who must remain for lunch."

Master Contract Items Pertaining to Related Areas of Discipline and Control of Students

Discipline and Control

Items referring to discipline and control of pupils, usually found in teaching conditions articles, were frequently found in master contracts. A total of 44 (61.7%) contracts contained such provisions.

Five per cent contracts clearly agreed that discipline and control of pupils is the joint responsibility of both teachers and administrations. In 12 per cent other contracts "authority," "effectiveness," "sound classroom management," "classroom control," "supervision," and "disciplinary problems" were specifically listed as the responsibility of the classroom teacher. One contract agreed that "teachers have the responsibility to give support to the administrators in matters of discipline." Only one district agreed to involve parents in matters of discipline and control of pupils.

A total of 14 per cent master agreements contained the following stock statement regarding responsibility as follows:

> Since the teacher's authority and effectiveness in the classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher . . .
>
> As a result, the entire school suffers deterioration in standards, morale, and climate favorable for teaching and learning . . .

Three districts framed the above statements in positive terms:

> Since the teacher's authority and effectiveness in the classroom is enhanced (reinforced) when there is sufficient administrative backing and support of the teacher. (composite)

The contracts of 13 per cent other districts contained items declaring a similar intent though with different phrasing. In 30 per cent cases, including those preceding the concluding statement, was as follows:

> The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of pupil control.

However, two other districts provided more specific contractual language for cases of irresolution:

> If discipline cannot be maintained by the teacher and principal then the problem may be referred to the Superintendent.
>
> If a principal is unwilling or unable to support teachers in maintaining school discipline the matter may be referred to the grievance procedures.

Punishment

Twenty-eight (39.4%) master agreements contained items concerning punishment of pupils. Among these were 13 per cent which provided that teachers would be advised by the Board of his rights and obligations if complaint or suit (criminal or civil) "as a result of customary disciplinary actions" was directed at the teacher.

Eight contracts directed teachers to the observance of state laws and/or local board policies concerning punishment. Two contracts stated that "punishment shall be considered only as a last resort."

In three agreements it was specified that corporal punishment is to be administered by a teacher in the presence of another adult. Another specified that students shall at no time participate in the application of physical punishment.

In five contracts interpretations of the law pertaining to corporal punishment were stated as follows:

> All corrective punishment deemed necessary for disobedience, must be reasonable, without malice and not unusual or excessive nor abusive or mistreatment.
>
> Teachers are vested with the power to administer moderate correction with the proper instrument, which should have some reference to the character of the offense and the sex, age, size and physical strength of the pupil.
>
> When the teacher keeps within the circumscribed sphere of his authority, the degree of correction must be left to his discretion, as it is to the parents, under like circumstances. Within this limit he has authority to determine the gravity of the offense, and to mete to the offender the punishment he thinks the conduct justly merits.
>
> Within legal limits,. . ., as substitute for the parent certain parental privileges are transferred to the teacher in the performance of his duties in the same relationship as a parent during the hours in which a child is in school.

Suspension

Suspension from School

Fourteen (19.7%) master agreements included items pertaining to suspension of a child from school. In none was a definition given to indicate that suspension was distinct from exclusion. However, one contract did state that a child "may be excluded from school by the Board under the provisions of the law."

Three contracts suggested mandatory suspension for certain behaviors: profanity, obscenity, fighting, assault upon a teacher, smoking, deliberate and open defiance of authority, inciting others to violence or disobedience, and petty theft or vandalism. Another contract stated: "Suspension may result from any persistent disobedience that interferes with the well-being of other students or that prevents teachers from carrying out normal class

activities." A fifth contract directed that "all available corrective measures will be exhausted before suspension is considered."

In ten contracts it was specified that only the principal could suspend a child from school. Infrequently (N=2) found were contract items which provided for appeal to other sources if the principal did not suspend a child when the teacher felt such action to be necessary. The contract language was as follows:

> If all teachers who work with a child in regular classes recommend suspension, and the principal disagrees, the teachers shall address a request to the:
>
> > Superintendent, who shall meet with the principal and the teacher to determine if the child shall be suspended
>
> OR
>
> > Building Representative who shall meet with the principal and the teacher to determine if the child shall be suspended

Suspension from Class

Twenty master agreements invluded items concerning the suspension of pupils from class. Sixteen of these items were preceded by the following stock phrase:

> When the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom undesirable or intolerable and causes serious disruption . . .
>
> A teacher may "suspend," "remove," "exclude," a pupil from class for one class period (N=6), for the remainder of the period (N=1), send (refer) him to the principal (N=5), or to another supervised area (N=1). (composite)

Only one contract specified that:

> Under no condition shall a teacher send a child into the hall in order to discipline him.

A single contract provided that extensive effort be made prior to the removal of a child from the classroom:

> "Upon evidence submitted by the teacher to the principal that a pupil is not responding to their collective measures then a conference shall be held including the teacher, principal, counselor (if appropriate), parent (if teacher and/or principal deem appropriate), special services staff (if appropriate). After such conference a child may be removed from the classroom by the principal."

Another contract provided, as a preliminary to suspending a child, that:

> A continuous record of student disciplinary cases and consequent actions will be kept for staff use as a basis for determining or recommending suspension or administration of penalties for misdemeanors (3).

In 12 agreements either or both of the following statements were found along with the items pertaining to suspension from the classroom:

> "Encouragement, praise and emphasis upon the child's desirable characteristics are recognized as being most successful methods of working with discipline cases."
>
> "Discipline problems are less likely to occur in well-taught classes and where a high level of student discipline is maintained."

Certain procedures were required of teachers if suspension from the class was effected. A report of "full particulars of the incident" was required in 20 contracts, 13 of which specified that it be written. A time limit was often stated in which the report was to be submitted. This varied as follows: "As soon as possible," "by the end of the day," or "within 24 hours."

In most cases a statement regarding procedure and/or action was specified subsequent to the suspension. It appears that the act of suspension from the classroom is not in itself a punishment but rather a precursor to other action:

> The child may be transferred to another classroom. (N=7)
>
> The child may be referred to special services and remain in the classroom pending findings. (N=5)

The principal will submit a written report to the teacher concerning action taken. (N=2) Report to be placed in child's file. (N=1)

After consultation with the teacher the principal notifies the child's parents of action taken. (N=1)

The child's schedule may be adjusted. (N=2)

The child is returned to class with the understanding that he will correct his behavior. (N=3)

Re-admittance to class was yet another aspect of the suspension from class contract provisions.

The student may return to the class only after a conference between the teacher and principal. (N=1)

After some adjustment. (N=5)

After a conference with the principal and two other special service staff or administrators. (N=2)

After a conference with the parents. (N=2)

When it is evident that the child can return without causing further disruption. (N=1)

Only upon written authorization of the principal, or when requested, by written quidelines from the principal for future handling of the case. (N=1)

Continued exclusion from class must be approved by the principal. (N=1)

If a conference is held regarding re-admittance of the student to class, the teacher has a right to be present at such conference. (N=1)

Assault Upon Teachers by Students

Forty-five (63.3%) contracts included items concerning physical and/or verbal assaults upon a teacher by a student. Seven of these contracts indicated that the assaulting student would be suspended and/or possibly referred to the police.

Summary

The findings of this study indicate that relatively little attention is given to matters concerning special education by the negotiators of local school districts. Reasons for this are only speculative but one of prominence appears to be the lack of involvement of special education personnel in the collective bargaining process. However, that a total of 77 items were isolated from the entire sample indicates a considerable potential for future consideration.

It was notable (to find) that the handicapping condition most frequently referred to was that of the "emotionally disturbed." This parallels the extensive concern expressed in more than 60% of the contracts about student discipline and control. The frequently found aversive intervention methods stated in the contracts suggests a gathering of a rather militant stand against the disruptive children in the regular classroom. Referral of students seems more directed at removal rather than remediation. In short, student behavior is being considered within the context of teaching conditions.

Several questions arise from a number of the items. For instance, what are the implications of the following contract provisions

> Teachers may appeal cases in which they disagree with the recommendations by specialists.
>
> . . . teachers may not fairly be expected to assume the ongoing responsibility for the role of warden or custodian for emotionally disturbed, or physically or mentally handicapped students . . .
>
> No guidance counselor or administrator shall adjust . . . a pupil-teacher problem without prior consultation with the teachers involved.
>
> Children diagnosed or identified as "handicapped" are to be removed from the regular classroom.

> The regular classroom teacher is granted the right to request the transfer of "exceptional" children . . .
>
> Review by the Board and Bargaining Agent to determine a mutually agreeable disposition of the problem.
>
> Pupils, who, after consultation with appropriate, qualified personnel, are determined to be incapable of adjusting to the regular classroom will be removed.
>
> Teachers should feel free to confer with the principal about emotionally disturbed children without fear of recrimination or reflection on their teaching abilities.
>
> Provide a class day for special education students comparable in length to that of regular students.

In truth the items are isolated instances; however, they exist in 15 school districts. It may well be the inadequacy of language that makes them so alarming and despairing. It should also be recalled that these were taken out of the context of the entire document, many of which stated positive philosophies regarding the education of children. However, it would also seem that each agreement should then reflect the tenets of that philosophy, for example, "consideration of the dignity and worth of each individual."

With special education being upon the threshhold of modifying its entire structure with regard to the worth of special education "classes" it seems imperative that educators participating in the bargaining process be made aware of this modification. Otherwise, the bargaining process may force upon special education, at least in Michigan, an obsolete approach that is ineffective for children and untenable for the field.

There is furthermore today a serious concern about the abridgement of pupils' rights, with a rather clear understanding, if not necessarily acceptable, that "constitutional or other rights are not shed at the schoolhouse gate." It does appear that, as is currently developing, "handicapped" children of all categories have no recourse to a grievance procedure to protect their rights.

In conclusion, it seems warranted to state that collective bargaining, for the most part and within the limitations of this study, has not improved the field of special education. Interestingly the most beneficial provisions for children, programs and teachers emanated from the largest and most distressed school system in the state. Secondly, attention given to the "handicapped" seems to pre-dominate for the disruptive or so-called "emotionally disturbed" child. Contract provisions are frequent and clear in expressing intolerance toward "problem" behavior. While several contracts disclosed agreements about placing children into special education programs, only one of the 71 provided for re-entry to regular grade.

Michigan special educators must become aware of the fact that its regular classroom colleagues at the bargaining tables have made, and intend to make, commitments that may result in the expansion of special education programs in a way that current thinking deems undesirable.

Michigan Council for Exceptional Children, "CEC's Special Committee Reports on Negotiable Issues," MCEC Newsletter, 1965, p. 3.

National Education Association Research Division, "Negotiation Agreements; Student Discipline," MEA Research Bulletin, May, 1969, pp. 56-60.

Steele, Marilyn. "Potential in Bargaining." Teacher's Voice, (Sept. 15, 1969), 47:2, p. 5.

Wayne County School Business Officials Association, Master Teacher Contract Analysis, 1966-67, the Association, February, 1967, p. 11.

WAYNE STATE UNIVERSITY

COLLEGE OF EDUCATION

DETROIT, MICHIGAN 48202

DEPARTMENT OF
SPECIAL EDUCATION
AND VOCATIONAL REHABILITATION

Dear Sir:

We are attempting to assess the impact of collective bargaining on the field of special education. Our research strategy will be directed at the analysis of existing C.B. agreements. Thus, we request your cooperation by sending to us a current copy of the Agreement existing in your school district.

Specifically we are interested in those references in the master contract which are pertinent to special education (placement of children; development of special education programs; salary differentials for special education teachers; etc.)

It is to be understood that complete anonymity will be maintained and thus specific mention of a particular school district or districts will not be made.

A copy of our findings will be sent to you automatically.

Thank you very kindly in advance.

Sincerely,

Thomas W. Coleman, Jr., Ph.D.
Professor

William P. Sosnowsky, Ed.D.
Assistant Professor

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SCHOOL DISTRICTS WHICH RESPONDED

Allen Park
Armada
Avondale
Berkley
Birmingham
Brandon
Center Line
Cherry Hill
Chippewa Valley
Clarenceville
Clarkston
Clawson
Clintondale
Dearborn
Dearborn Hts. #7
Detroit
East Detroit
Farmington
Ferndale
Fitzgerald
Flat Rock
Fraser
Grosse Ile.
Grosse Pointe
Harper Wds.
Hazel Park
Highland Park
Holly
Huron
Huron Valley
Inkster
Lake Orion
Lake Shore
Lakeview
Lamphere
L'Anse Cruese
Lincoln Park
Livonia
Melvindale
Mt. Clemens
Nankin Mills
N. Dearborn Hts.
New Haven
Oak Park
Pontiac
Plymouth
Redford Union
Richmond
Rochester
Romeo
Romulus
Roseville
Royal Oak
S. Lyon
Southfield
Southgate
South Lake
S. Redford
Taylor
Troy
Utica
Van Buren
Van Dyke
Walled Lake
Warren Cons.
Warren Wds.
Waterford
Wayne
W. Bloomfield Hills
Wyandotte

add Northville